

**BEFORE THE BOARD OF MEDIATION
STATE OF MISSOURI**

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| SERVICE EMPLOYEES INTERNATIONAL |) | |
| UNION, LOCAL 96, AFL-CIO, CLC, |) | |
| |) | |
| Petitioner, |) | |
| |) | |
| vs. |) | Public Case No. 79-031 |
| |) | |
| CITY OF BLUE SPRINGS, MISSOURI, |) | |
| |) | |
| Respondent. |) | |

**FINDINGS OF FACT,
CONCLUSION OF LAW, AND DECISION**

JURISDICTIONAL STATEMENT

This case appears before the State Board of Mediation upon the Service Employee's International Union, Local No. 96, AFL-CIO, CLC, filing a petition for certification as public employee representative for all service and maintenance personnel employed by the City of Blue Springs, Missouri. The City has objected to the exclusion of all office employees from the petitioned for unit, contending that the office employees share a community of interest with the maintenance workers and should therefore be included in the same bargaining unit. On October 17, 1979, a hearing was called to order in Independence, Missouri, at which representatives of the City and Local 96 were present. The case was heard by a panel of three members from the Board consisting of one employee member and one employer member and the chairman. The State Board of Mediation is authorized to hear and decide issues concerning the determination of appropriate bargaining units by virtue of Section 105.525, RSMo 1978.

At the hearing the parties were given full opportunity to present evidence. The Board, after a careful review of the evidence, sets forth the following findings of fact:

FINDINGS OF FACT

The City contends that approximately 19 office employees should be included in the service and maintenance employee's bargaining unit. The office workers in question occupy various positions within different city departments. There are five office employees that can be described as secretaries to department heads. Their positions and duties are as follows:

- (1) Secretary to the director of the Department of Public Works, who acts as a receptionist for the department and processes applications concerning matters before the planning and zoning commission.
- (2) Secretary to the head of the water and sewer division of the Public Works Department. In addition to secretarial duties, this office employee dispatches meter readers and maintenance personnel by radio. Unlike the other office workers, this clerk does not work at City Hall, but instead works at the Pine Hill facility with the water and sewer division employees.
- (3) Secretary to the chief building inspector of the engineering division of the Department of Public Works. This office employee's duties include dispatching the division's three building inspectors pursuant to requests by local developers and subcontractors. She shares an office with the building inspectors at City Hall.
- (4) Secretary to the director of the Parks and Recreation Department. This employee provides secretarial support and is the receptionist for the department. She works directly with the maintenance superintendent and crew foremen of the maintenance division of the Parks and Recreation Department and has little personal contact with the maintenance employees of that division.
- (5) Secretary to the administrator of the Department of Health, who provides secretarial support to the administrator and animal control officers. In addition, her duties include answering the telephone and dispatching animal control officers.

The approximately 14 remaining office employees work at City Hall under the supervision of the office manager. Their positions and duties are as follows:

- (1) Three office employees that have duties related to the water and sewer division. They process all water bills, enroll new customers, handle customer problems, and receive payments. These workers will sometimes discuss with meter readers problems concerning the accuracy of an individual customer's water bill.
- (2) Three office employees that work in the accounting division who are primarily responsible for payroll preparation and assist in preparing accounts payable.
- (3) Three office employees that work in the tax division who assist in the collection and accounting of various personal property taxes, utility bills, and any other source from which the city receives similar income.
- (4) Four office employees that work in the license bureau division issuing state license plates and processing driver's license applications.
- (5) One office employee in the data processing division who assists in programming the city computer.

All office employees (except the above-mentioned secretary to the director of the water and sewer division) work at City Hall whereas the maintenance workers report to work either at the Pine Hill facility or to the public works garage located approximately one-fourth mile from City Hall.

Because of the nature of their work, the maintenance employees are normally sent out to various locations throughout the city.

The office employees and the building inspectors are paid on a salary basis while the maintenance workers, animal control officers, and meter readers --- positions included in the petitioners bargaining unit --- are paid hourly wages. All city employees are subject to the "Personnel Rules and Regulations" published by the city. These rules set forth compensation and fringe benefit standards applicable to all city employees. Moreover,

these rules establish procedures and rules concerning sick leave, vacation time, promotion, and disciplinary problems.

Although there is evidence of many job transfers from one office employee position to another office position, there has been no case of a maintenance worker transferring to an office position or vice versa.

CONCLUSIONS OF LAW

Local No. 96 has petitioned to be certified as public employee representative of a bargaining unit comprised of approximately 36 service and maintenance workers employed by the City of Blue Springs. The City objects to this unit contending the bargaining unit should include approximately 19 office workers employed by the City. The issue before the Board is whether the office employees and the service and maintenance employees together constitute an appropriate bargaining unit. An appropriate unit is defined by Section 105.500(1), RSMo 1978, as

"a unit of employees at any plant or installation or in a craft or in a function of a public body which establishes a clear and identifiable community of interest among the employees concerned;"

Although Missouri statutory law does not provide further guidelines for determining what constitutes a "clear and identifiable community of interest," the Board has consistently looked to a number of factors in determining whether employees have such a community of interest. Such factors applicable to this case include the amount of contact and interchange among the employees concerned, similarities in pay, fringe benefits and type of work, and whether or not there is common supervision. A review of these factors clearly demonstrates that the office employees do not share a community of interest with the service and maintenance employees sufficient to be included in the same bargaining unit.

There is a limited amount of personal contact between the office employees and the service and maintenance workers that Local No. 96 seeks to represent--i.e., maintenance workers, animal control employees, building inspectors and meter readers. Of the 19 office employees only six have any contact with the maintenance and service employees. The secretary of the water and sewer division director works somewhat closely with the meter readers and maintenance employees of that division in that she works at the Pine Hill facility --- the headquarters of the water and sewer division employees. Her contact is largely limited to dispatching the maintenance workers by radio. Also, that secretary and three other office employees (who work at City Hall under the supervision of the office manager) must occasionally meet with meter readers and maintenance employees concerning information gathered in the field. The secretary to the chief building inspector shares an office with the inspectors and works as a dispatcher. The remaining office employee with contact with service and maintenance personnel is the secretary to the Department of Health administrator. She dispatches the animal control officers by radio and provides secretarial support. The contact and interchange between the above-mentioned employees in no way justifies a conclusion that the office employees share a community of interest with the employees included in Local No. 96's petition. The fact remains that the majority of office employees have little or no contact with the service and maintenance personnel. Fourteen of the office workers are under the direct supervision of the office manager at City Hall. Four work as secretaries to department directors at City Hall, while one secretary works at the water and sewer division Pine Hill facility. On the other hand, the majority of employees included in the petitioner's bargaining unit report to work at either the public works garage or the Pine Hill facility and are then dispatched to various sites throughout the city. Given the different work sites of the maintenance

employees as compared to the majority of office workers who work in City Hall, it is doubtful if there is any significant contact between the two groups. Moreover, except in those few cases in which the office employee works for a department director, the office employees do not have the same supervisors as the maintenance and service personnel. Consequently, the Board must conclude that the lack of common supervision and absence of significant contact between the office workers and maintenance employees does not support a finding of a community of interest between the two groups.

The City contends that the office and maintenance employees have similar terms and conditions of employment. The Board disagrees. The City supports its argument by pointing out that all of the employees are covered by the same rules and regulations concerning vacations, fringe benefits, promotions, etc., and because the employees are working for a common purpose -- i.e., to provide service to the City. Although all the employees are covered by the same general rules and do work toward the same general purpose, there is little similarity in their terms and conditions of employment. There is a significant difference in the type of work performed by the office workers and that performed by the maintenance and service personnel. The office employees provide clerical and secretarial support within City Hall whereas most maintenance employees work throughout the city, providing the physical labor necessary to maintain the city's streets and to provide the various city services. The differences in the type of jobs is indicated by the fact that no office employee has ever transferred to a maintenance position or vice versa. Further, an indication that the City recognizes this difference might be the fact that office workers are salaried employees while most maintenance employees receive an hourly wage. In short, the Board must conclude that the lack of similarity between the terms and

conditions of employment supports a finding that there is not a community of interest between the office and maintenance employees.

The City further contends that the exclusion of the office employees will result in an over-proliferation of bargaining units with which the City must meet and confer. The danger of such proliferation, however, is not present in this case. this Board has consistently held that in dealing with larger cities that employ many workers the bargaining rights of those employees are best protected by recognizing the different interests of maintenance and office personnel. Only when the number of city employees is so small as to evidence a true community of interest between maintenance and office workers will the Board recognize a bargaining unit which includes both groups. In view of the large number of workers employed by Blue Springs, we must reject the City's contention that the separation of the maintenance and office employees would create an unmanageable number of bargaining units. In sum, the office workers do not have a community of interest with the service and maintenance employees and therefore must be excluded from the petitioner's bargaining unit.

DECISION

Pursuant to Section 105.525 RSMo 1978, the State Board of Mediation finds the following unit to be appropriate:

"all service maintenance employees including equipment operators, meter readers, maintenance worker, lead persons (Foreman), gardeners, sewer plant operators, sewer lab technicians, animal control officer, animal caretaker, mechanic, inspectors, and custodians. To be excluded are all clerical and supervisory and administrative employees; all public safety officers; and all fire fighters."

An election by secret ballot shall be conducted by the Chairman of the State Board of Mediation among the employees in the unit found appropriate, as early as possible, but not later than forty-five (45) days from the date below. The exact time and place will be set

forth in the notice of election to be issued subsequently, subject to the Board's rules and regulations. Eligible to vote are those in the unit who were employed during the payroll period immediately preceding the date below, including employees who did not work during that period, because they were out ill or on vacation. Ineligible to vote are employees who quit or were discharged for cause since the designated payroll period and who have not been rehired or reinstated before the election date. Those eligible shall vote whether (or not) they desire to be represented for the purpose of exclusive recognition by Service Employee's International Union, Local 96, AFL-CIO, CLC.

It is hereby ordered that the Respondent shall submit to the Chairman of the State Board of Mediation, as well as to the Petitioner, within seven days from the date of receipt of this decision, an alphabetical list of the employees in the unit determined above to be appropriate who were employed during the designated payroll period.

Entered this 3rd day of January, 1980.

MISSOURI STATE BOARD OF MEDIATION

(SEAL)

/s/ Conrad L. Berry
Conrad L. Berry, Chairman

/s/ Stanley Cox
Stanley Cox, Employer Member

/s/ Robert Missey
Robert Missey, Labor Member